

INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND

THE GOVERNOR'S OFFICE FOR EXCELLENCE IN GOVERNMENT

THIS AGREEMENT is entered into 20 July, 1993,
between agencies or political subdivisions of the STATE OF
ARIZONA, to wit; the DEPARTMENT OF TRANSPORTATION, acting by
and through its ADMINISTRATIVE SERVICES DIVISION (the "ADOT"),
and the GOVERNOR'S OFFICE FOR EXCELLENCE IN GOVERNMENT, acting
by and through its Operations Manager (the "OEG").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the ADOT.

2. The OEG is empowered by Executive Order 92-32 to enter
into this agreement and has authorized the undersigned to
execute this agreement on behalf of the OEG.

3. The OEG has a requirement for appropriate office space
beginning 1 June 1993 to conduct the performance of it's day to
day public mission of the Institute for Excellence in
Government. The ADOT has suitable office space available, with
convenient access to the necessary office support systems. The
ADOT has agreed to provide such office space to the OEG on a
fair market value basis, with associated office support
reimbursed at actual cost. Market research indicates the
current fair market value for this office space is \$6.00 per
square foot per year.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

II. SCOPE

1. The ADOT will:

a. On a fair market value basis, provide the OEG two (2) separate air conditioned private offices consisting of approximately 198 square feet in total (including the use of common areas and the conference room, as available, at no charge). Such offices are located at the ADOT Human Resource Development Center, 1130 North 22nd Avenue, Phoenix, Arizona 85009-3716. The fair market value price of \$6.00 per square foot per year is determined by ADOT market survey and is mutually agreeable to the parties hereto, and may, as determined necessary by future market survey and the agreement of the parties, be adjusted from time to time (but no more often than annually) to achieve a future fair market value rate.

b. Make available to the OEG, on a reasonable direct actual cost reimbursement basis, the use of current existing office system support facilities, such as the following:

Telephone - actual cost of equipment rental and long distance calls.

Facsimile - actual cost of long distance calls.

Copy Machine - actual cost, with access to ADOT reproduction facility.

c. Provide the OEG with vehicle parking spaces appropriate to the office space provided under this agreement, and proper identification/location signing on the east side of the facility.

d. Invoice the OEG, no more often than monthly, for the office space and office support systems contemplated in this agreement.

2. The OEG will:

a. Provide such office furnishings and equipment as may be required by OEG personnel.

b. Keep appropriate records and account to ADOT as applicable, for OEG long distance calls, (both telephone and facsimile) and copier machine usage. Reimburse the ADOT within 30 days after receipt of invoices.

c. Comply with all existing and future ADOT public building rules, regulations and policies.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party, or other competent authority.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

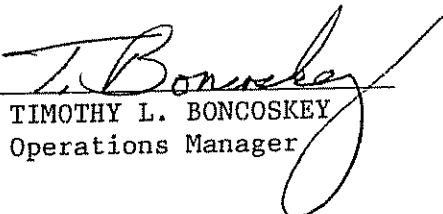
Governor's Office of Excellence in Government
1700 West Washington - West Wing
Room 300
Phoenix, AZ 85007

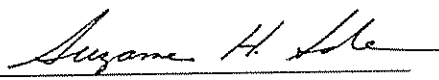
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

**GOVERNOR'S OFFICE OF EXCELLENCE
IN GOVERNMENT**

DEPARTMENT OF TRANSPORTATION

By 
TIMOTHY L. BONCOSKEY
Operations Manager

By 
SUZANNE H. SALE, Director
Administrative Services